

## Regulations: Online Bookstore of the Publications Department of The Israel Academy of Sciences and Humanities

### General:

- (1) This website is administered by The Israel Academy of Sciences and Humanities (henceforth: "the Academy"), which is an entity incorporated by law in Israel.
- (2) This site is a store for online purchase of various books and publications and a content site which presents the Academy's Catalogue, setting out details of the publications issued by the Publications Department of the Academy (henceforth: "the Publications Department").
- (3) Use of this site is subject to compliance with these regulations and indicates your agreement to the conditions specified herein.
- (4) The Academy reserves the right to make changes to this site and its contents or to make any other change, without prior notification, and to revise these regulations from time to time at its exclusive discretion, without prior notification. Any such change is binding immediately upon its authorization by the Academy.
- (5) The Academy reserves the right to cease the operation of this site at any time.
- (6) The Academy is under no obligation to ensure the operation of this site without disruption on account of hardware, software or communications failures or malicious attacks by third parties.

### User obligations:

- (7) Use of this site constitutes a declaration on your part that you have read these regulations and that all the information needed to use this site has been brought to your attention.
- (8) You undertake to desist from any of the following:
  - (8.1) Transmission of incorrect personal details;
  - (8.2) Use of this site for any illegal or malicious purpose;
  - (8.3) Transmission or upload of material containing any sort of computer virus or other code intended to destroy, disrupt or obstruct use of the computers, servers, hardware or software in use by the Academy;
  - (8.4) Disseminating junk mail to the site servers or flooding them with any other type of mail;
  - (8.5) Injury by any means to copyrights, trademarks and/or any other right pertaining to this site.

### Making orders:

- (9) This site is intended for **private purchasers only** and may not be used for wholesale orders.

- (10) Orders may be made via this site or by direct communication with the Publications Department according to the contact details on the site.
- (11) This site may be used to access details of the Academy's publications, including their titles, publication dates, dimensions, prices, and other relevant information, and to select publications for purchase. In the course of making a purchase, items may be added to or removed from the virtual shopping cart and changes made to the desired quantities up to the conclusion of the order and the authorization of payment.
- (12) Recording of the details of the order by the system does not oblige the Academy to supply the ordered publications but indicates only that the details of the order have been recorded and the process of fulfilling the order has begun.
- (13) Supply of the order is subject to the availability of the ordered publications in the Academy's stock. Should the order include items in a number exceeding the number available in stock, the Academy will contact you and offer to supply alternative items or to cancel the order.
- (14) For the Academy to fulfill your order, it must be properly received and recorded and include all requisite mailing and payment details. Responsibility for correct recording of the mailing address lies with the maker of the order.
- (15) Payment for an order made via the site must cover all the ordered items, exclusive of shipping charges, as specified in Item 20 below.
- (16) The availability and pricing of the items listed on the site is subject to updating from time to time. Until a purchase has been completed, the Academy is under no obligation to reserve the contents of the virtual shopping cart or to maintain their original prices up to the completion of the purchase at a later time.
- (17) Prepayment via the site must be made by means of a valid credit card that can be cleared by one of the credit companies operating legally in Israel, excepting Diners Club. The Academy and/or whosoever may act on its behalf bears no responsibility for any unauthorized, malicious, illegal or fraudulent use of a credit card by a third party for the purpose of making an order.
- (18) Credit card clearing is done securely on the site using an Internet clearing terminal. The clearing system conforms to the PCI standard, as required by the credit card companies.
- (19) Orders for in-stock publications will be fulfilled within 20 business days of the Academy, from the date of completion of the order to the date of dispatch. Irrespective of this obligation, the Academy will endeavor to fulfill orders within a shorter time.
- (20) Publications ordered via the site are dispatched by registered mail in Israel or by registered surface mail abroad at no additional cost. For alternative delivery methods, please select either "delivery by other means" (additional fee) or "in-person pickup" on the order form. If "delivery by other means" is selected, completion of the order will be blocked, and the store will contact the customer directly.
- (21) Ordered publications are dispatched via external delivery companies and in accordance with these companies' policies. Delivery times by these companies are not subject to the Academy's supervision or control. In making your order, you declare that you will have no claim against the Academy on account of delays in delivery in the care of these companies.

(22)The Academy or whosoever may act on its behalf bears no responsibility for delays in the delivery of publications as a result of events that are beyond its control, such as strikes or work stoppages, computer system malfunctions, faults in delivery services, hostilities and/or force majeure. In such instances, the Academy is entitled to notify the customer of cancellation of the order and to cancel the customer's payment.

#### Cancelling a Transaction

(23)The transaction may be cancelled by the individual who has placed the order within 14 business days from the day of receipt of the publications, or the day of receipt of the document containing details of the order, whichever is earlier. Notification of cancellation of the transaction may be transmitted to the Academy by one of the following means:

By telephone, at this number: +972 (0)2 5676233

By fax, at this number: +972 (0)73 3223268

By email, at this address: rita@academy.ac.il

(24)In the event of cancellation of the transaction for reason of a defect in the supplied publications, discrepancy between the supplied publications and those specified in the order, or a delay in their dispatch, the Academy will cancel the transaction with the credit card company within 20 regular business days of the Academy from the day of receipt of notification of the cancellation, if the publications have not yet been dispatched at that time / from the day of receipt of the returned publications by the Academy, if they had already been dispatched at the time of receipt of the notification. No cancellation fees will be levied, and the publications will be returned at the Academy's expense. Regarding the means of return, please inquire with the store, according to the contact details specified in Item (23).

(25)In the event of cancellation of the transaction for reasons other than those specified in Item (24), the Academy will cancel the transaction with the credit card company solely for the price of the returned publication(s), within 20 regular business of the Academy from the day of receipt of notification of the cancellation, if the publications have not yet been dispatched at that time / from the day of receipt of the returned publications, if they had already been dispatched at the time of receipt of the notification, except for cancellation fees not to exceed 5% or NIS 100, whichever is the lower figure. The publications must be returned to the Academy at the expense of the individual who placed the order.

(26)The Academy is entitled to sue the individual who placed the order for any loss of value of the publications, if a defect or defects should be found in the returned book(s).

#### Compensation

(27)Any user of this site undertakes to compensate the Academy for any claim, demand, damage, loss, loss of profit, payment or expense that may be caused it on account of infraction of these terms of use by the individual placing the order, and/or for any infraction of the law, and/or for defense against any suit and/or bringing of suit and/or

any demand brought by a third party, including the cost of attorneys' fees and court expenses.

(28) Without detracting from the general statement above, any user of this site undertakes to pay the cost of any damage stemming from their responsibility as described above, immediately upon receiving a demand for payment in writing from the Academy.

#### Privacy and Protection of Confidentiality

(29) The Academy makes reasonable efforts to protect the confidentiality of the details of site users, of the contents and information transmitted by users while using the site and of information gathered about users while they are surfing the site ("user information").

(30) The Academy is entitled to make use of information about users of the site for internal purposes only, such as analysis of cumulative information about purchasing patterns and user behavior, and/or about suppliers and investigation of complaints, and/or audits, and for marketing purposes, including by means of "cookies," Facebook Pixel, Google Analytics, etc. Any user may redefine their browser settings to refuse cookies or to be warned of cookies being sent to them.

(31) The Academy will not disclose these details to any other body, except in instances in which the user has carried out or attempted to carry out illegal activities via the site, and/or in instances in which the user has violated its terms of use, and/or in case of receipt of a court order to turn over a user's details, and/or in case of a disagreement between the user and the Academy.

(32) The Academy makes reasonable efforts, via the technological means available to it, to secure information containing details of registered site users. However, the Academy cannot offer absolute assurance against intrusions by third parties into the information stored in its accounts.

(33) Credit card clearance is carried out by means of an external company in accord with the privacy policy of that company.

#### Direct Mail:

(34) The Academy offers site users the option of registering for its mailing list in order to receive notifications from time to time regarding Academy events and publications. A check box next to this option on the order form is pre-marked with a check, signifying consent. If you do not wish to register for the mailing list, you may delete the check mark.

(35) By registering for the mailing list, you authorize the Academy to send you notifications and to contact you, in writing or by phone, with regard to publicity and marketing information about sales, new publications, etc. These materials will usually arrive via email, but the Academy reserves the right to contact you via other forms of mail, at its sole discretion.

(36) You are entitled to notify the Academy at any time of your wish to have your address removed from the mailing list, by means of the removal mechanism specified on all of the notifications.

(37) Responsibility for the correctness of the contact details transmitted via the form rests with the site user. The Academy bears no responsibility for failure to receive mailings

and/or benefits and/or anything else connected with the contents of its mailings on account of the user's failure to update their contact details.

Intellectual property:

(38)The Academy is the owner of the intellectual property rights to this site and its contents, including copyrights, except for elements of the site that belong to other bodies, which the Academy has been granted permission to include in its site. The copyrights cover, among others, the site's contents, including both text and images, its structure and graphic design and the Academy logo.

(39)The contents of this site are intended solely for individual and personal use. Any commercial use of them is prohibited unless the Academy's permission for this has been obtained in advance and in writing.

(40)This site, as a whole or in any of its parts and contents, may not be copied, published, distributed, reproduced, changed, adapted, sold, or displayed in public, nor may any action, direct or indirect, that infringes upon or is detrimental to the intellectual property of the Academy be undertaken unless the Academy's permission for this has been obtained in advance and in writing.

Assignment of rights:

(41)The Academy is entitled to assign its rights and/or obligations according to these regulations, all or in part, to any third party at its sole discretion and without any need for advance notice, including partial, repeated or additional transfers, on the condition that there be no detriment to the rights of users, all in accordance with the instructions of these regulations.

(42)Users of the site may not assign their rights and/or obligations to any other party without obtaining the explicit agreement of the Academy and/or any party so authorized by the Academy, in advance and in writing.

Law and jurisdiction:

(43)These regulations are subject solely to the laws of the State of Israel. Jurisdiction for any matter or dispute with regard to them rests solely with the authorized courts of the Jerusalem District.